



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, NOVEMBER 10, 2014 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. CERTIFICATION OF RESULTS OF THE NOVEMBER 4, 2014 ELECTION

3. PRESENTATIONS: None

4. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES: None

B. PURCHASING ITEMS:

1. Purchase request by Public Works for the purchase of FY 2015 manhole rehabilitation construction services from Morris & Associates, Inc. under an existing agreement.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from The Krystal Company, pertaining to lands located in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.
2. A Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Universal Aggregate Solutions, Inc., pertaining to lands located in Section 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.

3. A Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from the Salvation Army, pertaining to lands located in Section 28, Township 19 South, Range 24 East; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Master Service Agreement with Community Health Centers, Inc.; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Bill of Sale transferring ownership of personal property to Lake County, Florida; and providing an effective date.

5. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

- A. Second reading of an ordinance of the City of Leesburg, Florida, amending Chapter 5 Subsection 3(a) of the Code of Ordinances pertaining to sales of alcoholic beverages, creating an exception from the setback requirements for nonprofit corporations in the P (Public) zoning district only, under limited circumstances, for occasional sales with a Conditional Use Permit.
- B. Second reading of an ordinance of the City of Leesburg, Florida, repealing Chapter 25 Zoning Code Section 25-292 Supplemental District Requirements Subsection (3) Alcoholic beverages uses due to a conflict with Chapter 5 Alcoholic Beverages of the code.
- C. Second reading of an ordinance of the City of Leesburg, Florida, amending the Code of Ordinances Chapter 5 to add Subsection 16 Medical Marijuana to prohibit such uses.
- D. First reading of an Ordinance of the City of Leesburg, Florida, amending the existing PUD (Planned Unit Development) district zoning for Victoria Gardens at Leesburg to extend the phasing for thirty-six (36) months for approximately six acres generally located on the north side of Montclair Road, just west of Oakridge Condominiums, (W. Lord Lyall, IV).
- E. First reading of an ordinance of the City of Leesburg, Florida, adopting the 2012 edition of International Property Maintenance Code, as amended, to provide minimum maintenance standards for all property, buildings, and structures.
- F. First reading of an ordinance adopting the Interlocal Service Boundary Agreement (ISBA) among the City of Leesburg, the City of Fruitland Park, the City of Tavares, the Villages Center Community Development District and Lake County.
- G. Resolution authorizing execution of an interlocal agreement transferring ownership of Main Street from 9th Street to 14th Street from Lake County to the City

H. Resolution of the City Commission of the City of Leesburg, Florida, approving the Capital Improvement Plan for Fiscal Years 2016-20; providing that projects shall be evaluated annually for fiscal feasibility and duly authorized by the commission prior to commencement; and providing an effective date.

I. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City to incur costs associated with the Streetscape project and then be reimbursed by future bond proceeds.

6. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. Miscellaneous Accounts Receivable Customers with City Attorney

B. Expected Write-offs as of September 2014

C. Report of Receipts and Disbursements by Fund September 2014

D. City Manager Contingency Fund as of September 2014

E. Year End Write offs Fiscal Year 2012-13

7. CITY ATTORNEY ITEMS:

8. CITY MANAGER ITEMS:

9. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.



AGENDA MEMORANDUM

Item No: 4.B.1.

Meeting Date: November 10, 2014

From: DC Maudlin, Public Works Director

Subject: Purchase request by Public Works for the purchase of FY 2015 manhole rehabilitation construction services.

Staff Recommendation:

Staff recommends approval of the annual expenditures for manhole rehabilitation construction services under an existing fixed unit price agreement with Morris & Associates, Inc. not to exceed \$70,000.00.

Analysis:

On September 9, 2013 Commission approved Resolution 9262 authorizing execution of a fixed unit price agreement with Morris & Associates, Inc. This agreement was the result of a competitive solicitation for manhole rehabilitation construction services on various streets throughout the City on an as needed basis.

This purchasing item requests approval of the Fiscal Year 2015 expenditure not to exceed the budgeted amount of \$70,000.00 for manhole rehabilitation construction services.

This approval is for a not to exceed amount. Should actual expenditures be less or funds be needed for other uses they will be reallocated to those uses and the appropriate approvals for those expenditures will be sought.

Options:

1. Approve the annual expenditure as listed to Morris & Associates, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds have been budgeted and are available in the current budget.

Submission Date and Time: 11/4/2014 3:07 PM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. <u>BLM</u> , _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>044-4081-535-4626</u> Project No. <u>447011</u> WF No. _____ Req No. <u>46975</u> Budget <u>\$70,000.00</u> Available <u>\$70,000.00</u>
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AGENDA MEMORANDUM

Item No: 4.C.1.
Meeting Date: November 10, 2014
From: Adrian C. Parker, CPM, Development Review Coordinator
Subject: Resolution accepting an Easement for Utilities

Staff Recommendation:

Staff recommends acceptance of the Utility Easement.

Analysis:

The City of Leesburg Development Review Committee approved a development, proposed by Krystal Company, for a restaurant on US 27 (14th Street). The new development required city utility services and required adequate easements to install and maintain the required utilities.

Options:

1. Accept the Utility Easement; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

There is no Fiscal Impact on the City

Submission Date and Time: 11/4/2014 3:07 PM

Department: <u>Public Works</u> Prepared by: <u>Adrian C. Parker</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT
FROM THE KRYSTAL COMPANY, PERTAINING TO LANDS
LOCATED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24
EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN
EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City of Leesburg, Florida does hereby accept from The Krystal Company
a Utility Easement dated May 23, 2014, and recorded in Official Records Book 4491, pages
349-351, Public Records of Lake County, Florida, conveying an easement across certain real
property located in Section 22, Township 19 South, Range 24 East, Lake County, Florida,
and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 10th day of November 2014.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 4.C.2.
Meeting Date: November 10, 2014
From: Adrian C. Parker, CPM, Development Review Coordinator
Subject: Resolution accepting an Easement for Utilities

Staff Recommendation:

Staff Recommends acceptance of the Utility Easement.

Analysis:

The City of Leesburg Development Review Committees approved a development expansion, proposed by Universal Aggregate Solutions, Inc., for additional warehousing on the property located along Haywood Worm Farm Road. The expansion required city utility services and required adequate easements to install and maintain the required utilities.

Options:

1. Aspect the Utility Easement; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The is no Fiscal Impact to the City

Submission Date and Time: 11/4/2014 3:07 PM

Department: <u>Public works</u> Prepared by: <u>Adrian C. Parker</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u> </u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT
FROM UNIVERSAL AGGREGATE SOLUTIONS, INC.,
PERTAINING TO LANDS LOCATED IN SECTION 22,
TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY,
FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City of Leesburg, Florida, does hereby accept from Universal Aggregate Solutions, Inc., a Utility Easement dated April 2, 2013, and recorded in the Official Records Book 4306, Pages 2162-2164, Public Records of Lake County, Florida, conveying an easement on certain real property located in Section 22, Township 20 South, Range 24 east, Lake County, Florida, and More Particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of November 2014.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 4.C.3.
Meeting Date: November 10, 2014
From: Adrian C. Parker, CPM, Development Review Coordinator
Subject: Resolution accepting an Easement for Utilities

Staff Recommendation:

Staff recommends acceptance of the Utility Easement.

Analysis:

The City of Leesburg Development Review Committee approved a development, proposed by The Salvation Army, for a new assembly hall, gymnasium, and meeting complex on SR 44 (South Street) west of Caballo Road. The new development required city utility services and required adequate easements to install and maintain the required utilities.

Options:

1. Accept the Utility Easement; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

There is no Fiscal Impact on the City

Submission Date and Time: 11/4/2014 3:07 PM

Department: <u>Public Works</u> Prepared by: <u>Adrian C. Parker</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT
FROM THE SALVATION ARMY, PERTAINING TO LANDS
LOCATED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24
EAST; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the City of Leesburg, Florida, does hereby accept from The Salvation Army, a Georgia nonprofit corporation, a Utility Easement dated May 6, 2014, and recorded in the Official Records Cook 4483, Pages 669-675, Public Records of Lake County, Florida, conveying an easement on certain real property located in Section 28, Township 19 South, Range 24 east, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of November 2014.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 4.C.4.

Meeting Date: November 10, 2014

From: Jim Lemberg – Manager, Communications Utility

Subject: Resolution authorizing Master Service Agreement with Community Health Centers, Inc.

Staff Recommendation:

Staff recommends approval of a resolution authorizing a Master Service Agreement for communications services with Community Health Centers.

Analysis:

The Master Service Agreement provides the general terms and conditions under which the customer will place orders for communications services from the City's Communications Utility.

Options:

1. Approve the resolution; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This agreement will have no fiscal impact.

Submission Date and Time: 11/4/2014 3:07 PM

Department: <u>IT/Communications</u>	Reviewed by: Dept. Head _____	Account No. <u>n/a</u>
Prepared by: <u>J. Lemberg</u>		
Attachments: Yes <u>X</u> No _____	Finance Dept. _____	Project No. <u>n/a</u>
Advertised: _____ Not Required <u>X</u>		
Dates: <u>n/a</u>	Deputy C.M. _____	WF No. <u>n/a</u>
Attorney Review : Yes <u>X</u> No _____	Submitted by: _____	Budget <u>n/a</u>
	City Manager _____	Available <u>n/a</u>
<u>Revised 6/10/04</u>		

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A MASTER SERVICE AGREEMENT
WITH COMMUNITY HEALTH CENTERS, INC.; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Master Service Agreement with Community Health Centers, Inc., whose address is 110 South Woodland Street, Winter Garden, FL 34787, under which communications services are provided.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the tenth day of November 2014.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 4.C.5.

Meeting Date: November 10, 2014

From: Jim Lemberg – Manager, Communications Utility

Subject: Resolution authorizing bill of sale transferring personal property to Lake County.

Staff Recommendation:

Staff recommends approval of a resolution authorizing a bill of sale that documents the transfer of personal property to Lake County.

Analysis:

At its February 11, 2013 meeting Commission approved an Interlocal Agreement with Lake County. Under that agreement the County agreed to allow the City's Communications Utility to place a prefabricated communications building on County property in Tavares and the City agreed to construct and transfer to the County several short fiber optic cable runs in Tavares. The County also agreed, under the Interlocal Agreement, to reimburse the City for the cost of constructing the new fiber optic cable runs. The Utility has placed the prefabricated building on County property and completed construction of the fiber optic cable runs. This bill of sale will affect the transfer of the personal property – the newly constructed fiber optic cable runs – to the County.

Options:

1. Approve the resolution; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The City will invoice the County \$1,307.66 per month for 36 months to effect the County's reimbursing the City for the cost of constructing the new fiber optic runs.

Submission Date and Time: 11/4/2014 3:07 PM

Department: <u>IT/Communications</u> Prepared by: <u>Jim Lemberg</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u>X</u> Dates: <u>n/a</u> Attorney Review: Yes <u>X</u> No <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u>BLM,</u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u>045-0000-343-9212</u> Project No. <u>n/a</u> WF No. <u>n/a</u> Budget <u>n/a</u> Available <u>n/a</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A BILL OF SALE TRANSFERRING
OWNERSHIP OF PERSONAL PROPERTY TO LAKE COUNTY,
FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Bill of Sale
transferring personal property to Lake County, Florida, whose address is P.O. Box 7800,
Tavares, Florida 32778.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the tenth day of November 2014.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 5A.

Meeting Date: November 10, 2014

From: Fred Morrison, City Attorney

Subject: Proposed ordinance amending Chapter 5 Subsection 3(a) of the Code of Ordinances pertaining to sales of alcoholic beverages setback requirements for nonprofit corporations in the P (Public) zoning district with a Conditional Use Permit.

Staff Recommendation:

Adopt the proposed ordinance amending Chapter 5 Subsection 3(a) of the Code of Ordinances pertaining to sales of alcoholic beverages setback requirements for nonprofit corporations in the P (Public) zoning district with a Conditional Use Permit.

Analysis:

Current code imposes setbacks on establishments selling or serving alcoholic beverages, from certain uses like churches and schools. The City has received a request from a nonprofit organization to sell alcohol intermittently in conjunction with performances and events at its location, which would be too close to a school and church under current code. This amendment is narrowly crafted to allow a nonprofit organization located on land zoned P – Public to sell or serve alcohol a limited number of times per year, if granted a Conditional Use Permit for that purpose, without regard to the setbacks applicable to commercial businesses selling alcohol.

Options:

1. Adopt the proposed Ordinance as presented.
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This Ordinance will not require the City to expend funds.

Submission Date and Time: 11/4/2014 3:07 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §5 – 3(a) OF THE CODE OF ORDINANCES PERTAINING TO SALES OF ALCOHOLIC BEVERAGES, CREATING AN EXCEPTION FROM THE SETBACK REQUIREMENTS FOR NONPROFIT CORPORATIONS IN THE P (PUBLIC) ZONING DISTRICT ONLY, UNDER LIMITED CIRCUMSTANCES, FOR OCCASIONAL SALES WITH A CONDITIONAL USE PERMIT, SPECIFYING CONDITIONS FOR THE EXCEPTION FROM SETBACK REQUIREMENTS, REPEALING CONFLICTING ORDINANCES, PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

§5 – 3(a) of the Code of Ordinances is amended to read as set forth below (language added is double underlined):

- (a) No person or commercial establishment required to maintain a vendor license issued by the Florida Division of Alcoholic Beverage and Tobacco that sells or serves alcoholic beverages for consumption on the premises, which has or is required to have an business tax registration to operate, shall be located or operate within five hundred (500) feet of a child day care center, public park or playground, hospital, church or school, approved by the city or any other governmental body with land use jurisdiction over the facility, or within five hundred (500) feet of any other establishment approved by the city or any other governmental body with land use jurisdiction over the facility, which sells or serves alcoholic beverages for consumption on the premises, or within three hundred (300) feet of any property zoned for residential uses. These setbacks may be reduced for property owned, or leased for a period in excess of one year, by a nonprofit corporation, which is located within the P (Public) Zoning District, to permit, as a Conditional Use only, the occasional sale of alcohol for consumption within wholly enclosed premises, but only in connection with a performance or other event held on the property. The Conditional Use Permit may require all sale or dispensing of alcoholic beverages to occur indoors. Any nonprofit organization selling or dispensing alcoholic beverages under this provision must obtain and keep in force a policy of public liability insurance providing coverage for any death, injury, or damage to property, arising out of the consumption of alcoholic beverages dispensed by the organization, by any patron of the organization. For purposes of this exception only, the term "occasional" shall mean not more than 55 times in any twelve month period. The Conditional Use Permit may at the City's

option impose conditions more restrictive than those specified in this Ordinance, for the protection of the public health, safety and welfare.

SECTION II.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION III.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of November, 2014.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 5B.

Meeting Date: November 10, 2014

From: Bill Wiley, AICP, Community Development Director

Subject: Repealing Chapter 25 Zoning Code Section 25-292 Supplemental District Requirements Subsection (3) Alcoholic beverages uses due to a conflict with Chapter 5 Alcoholic Beverages of the code

Staff Recommendation:

The Planning staff and Planning Commission recommend approval of the repealing of Chapter 25 Zoning Code Chapter 25- Section 292 Supplemental District Requirements Subsection (3) Alcoholic beverages uses due to a conflict with Chapter 5 Alcoholic Beverages of the code.

Analysis:

The City Attorney and staff have determined that Chapter 25 Zoning Code Section 25-292 Supplemental District Requirements (3) Alcoholic beverages uses should be deleted from the code due to a conflict with Chapter 5 Alcoholic Beverages of the code.

By a vote of 4 to 0 on October 16, 2014, the Planning Commission voted to recommend approval.

Options:

1. Approve the recommended repeal to the Code of Ordinances Chapter 25 Land Development Code Chapter 25 Section 292 Supplemental District Requirements Subsection (3) Alcoholic beverages.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There should be no fiscal impact to the City with this proposed change.

Submission Date and Time: 11/4/14 3:07 PM

Department: Community Development Prepared by: Bill Wiley, AICP Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head <input type="checkbox"/> BW _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

**ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,
REPEALING CHAPTER 25 SECTION 292 SUBSECTION
(3) OF THE CODE OF ORDINANCES PERTAINING TO
SALES OF ALCOHOLIC BEVERAGES, DUE TO A
CONFLICT WITH CHAPTER 5 – 3 OF THE CODE;
PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN
EFFECTIVE DATE.**

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

Chapter 25 Section 292 Subsection (3) Alcoholic beverages of the Code of Ordinances of the City of Leesburg, Florida, is hereby repealed in its entirety, without however affecting the continuing validity of the remaining portions of Chapter 25 Section 292 of the Code.

SECTION II.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION III.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of November, 2014.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 5.C

Meeting Date: November 10, 2014

From: Fred Morrison, City Attorney

Subject: Proposed ordinance Regulating Medical Marijuana and Related Uses

Staff Recommendation:

Adopt the proposed ordinance amending Chapter 5 of the Code of Ordinances to add new §5 – 16 regulating Medical Marijuana by prohibiting Medical Marijuana Dispensaries and the growing of Marijuana, within the municipal limits.

Analysis:

In anticipation of the potential approval by votes of Amendment 2, which would legalize medical marijuana operations including cultivation and distribution, under the conditions stated in Amendment 2 and any enabling legislation passed by the State Legislature, cities and counties are grappling with how best to regulate the possible new industry. Some have opted only to pass a moratorium for a period of months, after which they would have to adopt a more permanent set of regulations. Others have approached it with zoning restrictions, restricting medical marijuana dispensaries to specified zoning districts and imposing setbacks and other requirements. The ordinance being proposed in Leesburg takes a different approach, banning entirely all medical marijuana dispensaries and the cultivation of marijuana, while allowing limited use of the substances by persons who acquired it lawfully for medical purposes, from a dispensary located outside Leesburg. The justification for this approach is twofold.

First, from a public safety and welfare standpoint, and based on experience in locations where medical marijuana has been legalized, the City staff anticipates adverse impacts if dispensaries and farms were to locate within Leesburg. For example, due to Federal law (discussed in more detail below), banks and other licensed depositories are reluctant to accept deposits of money from medical marijuana dispensaries, fearing among other things enforcement by Federal authorities of the money laundering provisions of Federal law. This in turn leaves the dispensaries with a lot of cash on hand, which must be transported and stored, providing a ready target for those who would attempt to steal it. This is somewhat similar to the now – outlawed adult gaming centers which were required to implement extraordinary security measures for the same reason.

Second, while Amendment 2 would legalize medical marijuana under State law, Federal law would still classify all marijuana as an unlawful controlled substance. Under the Supremacy Clause of the United States Constitution, Federal law is supreme and cannot be altered or annulled by a State

statute or constitutional provision. Thus, the activity in which medical marijuana growers and dispensaries would engage still remains illegal under the laws of the United States. Staff felt it would be inappropriate for Leesburg to adopt regulations for the siting and operation of what would still amount to criminal enterprises under Federal law. At such time as Federal law is changed to accommodate the medical use of marijuana this policy may be revisited, but for now the City Commission should consider whether it might be best to avoid condoning an activity the United States of America considers illegal.

Options:

1. Adopt the proposed Ordinance as presented.
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This Ordinance will not require the City to expend funds.

Submission Date and Time: 11/4/2014 3:07 PM

Department: <u>City Attorney</u> Prepared by: <u>Fred A. Morrison</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CREATING CHAPTER 5 SUBSECTION 16 OF THE CITY CODE PERTAINING TO REGULATION OF MEDICAL MARIJUANA DISPENSARIES AND CANNABIS FARMS; PROVIDING DEFINITIONS; PROHIBITING OPERATION OF CANNABIS FARMS AND MEDICAL MARIJUANA DISPENSARIES; AFFIRMING THE INTENT OF THE CITY OF LEESBURG TO ADHERE TO FEDERAL LAW WHICH DECLARES ANY CULTIVATION, USE OR SALE OF MARIJUANA TO BE UNLAWFUL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Amendment 2 is on the ballot throughout the State of Florida for the election in November, 2014; and

WHEREAS, if passed Amendment 2 would legalize the cultivation and distribution of marijuana within the State of Florida for medical purposes; and

WHEREAS, the City Commission of the City of Leesburg finds that it is in the best interests of the health, safety, welfare and morals of the citizens of Leesburg to prohibit the operation of medical marijuana dispensaries within the municipal limits, along with the operation of any cannabis farm, and

WHEREAS, the laws of the United States of America will still deem any cultivation, use, sale and distribution of marijuana to be unlawful for any purpose, notwithstanding passage of Amendment 2, and under the Supremacy Clause of the United States Constitution, the laws of the United States of America are paramount and would not be affected by passage of Amendment 2 or any enabling legislation the Florida Legislature might adopt to implement Amendment 2, and

WHEREAS, each City Commissioner, upon taking office, swore an oath to, among other things, support, protect, and defend the Constitution and Government of the United States,

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

Chapter 5 Subsection 16 of the Code of Ordinances of the City of Leesburg, Florida, is hereby created to read as set forth below:

Sec. 5 – 16. Medical Marijuana

(a) As used in this Section, the following terms shall have the meanings shown:

- (1) Cannabis shall refer to any plant or part of a plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin.
 - (2) Cannabis Farm shall mean any property used in whole or in part for the growing or cultivation of Cannabis plants, whether or not such growing or cultivation is lawful under the laws of Florida.
 - (3) Marijuana shall mean, and be synonymous with, Cannabis.
 - (4) Medical Marijuana Dispensary shall refer to any facility operated by any organization, individual, or business, holding all necessary licenses issued by the State of Florida, from which Marijuana, Cannabis based products, or Cannabis plants, are delivered, purchased, possessed, or dispensed for medical purposes.
 - (5) Medical Use shall mean any use of any form of cannabis to treat a qualifying medical condition as defined in Amendment 2 and any legislation adopted to implement Amendment 2.
 - (6) Non – Medical Use shall refer to any possession, sale, distribution, transfer, delivery, or use, of Cannabis or Cannabis based products when not associated with any Medical Use thereof.
- (b) Non – Medical Use of Cannabis shall be unlawful within the municipal limits of the City of Leesburg.
- (c) Cannabis Farms and Medical Marijuana Dispensaries, being unlawful under the laws of the United States of America, are likewise declared to be unlawful within the municipal limits of the City of Leesburg, Florida, whether or not lawful under the laws of Florida.
- (d) Possession and use of Cannabis for Medical Use, by a person to whom the Cannabis was sold or distributed by a Medical Marijuana Dispensary operated in strict and full accordance with the laws of Florida, and located outside the municipal limits of Leesburg, shall not be a violation of this Code, provided however that any person claiming to be entitled to the benefits of this Subsection shall bear the burden of establishing, by clear and convincing evidence, that he or she was legally prescribed the Cannabis for Medical Use in full compliance with Florida law, and acquired the Cannabis from a fully licensed Medical Marijuana Dispensary. Notwithstanding this Subsection, any sale, transfer, distribution, or delivery of Cannabis by the person claiming the benefits of this Subsection, to any other person whomsoever, whether or not for Medical Use, is prohibited, as is the act by the person claiming the benefit of this Subsection of permitting any other person to use the Cannabis of the person claiming such benefit.

- (e) If a Medical Marijuana Dispensary is lawfully located on property outside the municipal limits of Leesburg, which is later annexed into the City of Leesburg, such Medical Marijuana Dispensary shall be allowed to continue its operations within the property so annexed, for a period not to exceed 180 days, after which further operation as a Medical Marijuana Dispensary shall be unlawful under this Section.
- (f) In the event of a violation, this Section may be enforced under Article IV, Division 2 of this Code; under §1 – 14 of this Code; or in any other manner allowed by law.

SECTION II.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION III.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of November, 2014.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

Attest: _____
CITY CLERK



AGENDA MEMORANDUM

Item No: 5D.

Meeting Date: November 10, 2014

From: Bill Wiley, AICP, Community Development Director

Subject: Ordinance amending a PUD for Victoria Gardens at Leesburg to extend the phasing for thirty-six (36) months

Staff Recommendation:

The Planning staff and the Planning Commission recommend approval of the proposed rezoning, amending a PUD for Victoria Gardens at Leesburg to extend the phasing for thirty-six (36) months.

Analysis:

The proposed PUD (Planned Unit Development) district amendment to extend the phasing for thirty-six (36) months is compatible with adjacent property zoned R-3 (High Density Residential) to the south and east. With the proposed conditions, there does not appear to be a conflict with adjacent property zoned M-1 (Industrial) to the south and west, and with property zoned PUD (Planned Unit Development) to the west.

The proposed PUD (Planned Unit Development) district amendment is compatible with the existing future land use designation of High Density Residential (18 units per acre). The proposed district as conditioned does not appear to create a detriment to adjacent land uses.

By a vote of 4 to 0 on October 16, 2014, the Planning Commission voted to recommend approval.

Options:

1. Approve the proposed PUD (Planned Unit Development) district amendment thereby allowing continuation of the zoning and development proposed for this property.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There will be a positive fiscal impact to the City through the development of this property.

Submission Date and Time: 11/4/14 3:07 PM

<p>Department: Community Development Prepared by: Bill Wiley, AICP Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04</p>	<p>Reviewed by: Dept. Head <u>BW</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____</p>	<p>Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____</p>
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE PUD (PLANNED UNIT DEVELOPMENT) ZONING OF APPROXIMATELY SIX ACRES GENERALLY LOCATED ON THE NORTH SIDE OF MONTCLAIR ROAD, JUST WEST OF OAKRIDGE CONDOMINIUMS, LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FOR AN EXISTING CITY PUD (PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (W. Lord Lyall, IV)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of W. Lord Lyall, IV, the petitioners of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby amended for the existing PUD (Planned Unit Development), zoning district subject to conditions contained in Exhibit A, to-wit:

(Legal Description)
See Exhibit B

Alternate Key Number: 3859529 and 1773199

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2014.

THE CITY OF LEESBURG

By: _____
Mayor John Christian

ATTEST:

J. Andi Purvis, City Clerk

**VICTORIA GARDENS
REZONING TO AMEND PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
July 10, 2008
Revised August 18, 2011**

This Planned Development Conditions for the amended PUD (Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to W. Lord Lyall, IV (Victoria Gardens) "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 Zoning, Section 25-278 Planned Developments of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" is desirous of amending the PUD (Planned Unit Development) zoning district to allow construction of a proposed age restricted (55 plus) multi-family residential development consisting of 96 residential units on approximately 6.17 acres located north of Montclair Road, west of McCormack Street, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

1. PERMISSION

Permission is hereby granted to construct, operate, and maintain a Planned Development in and on real property in the City of Leesburg. The property is more particularly described as follows:

LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. LAND USE

The above-described property shall be used for an age restricted (55 plus) multi-family residential development, pursuant to City of Leesburg development codes and standards and the Conceptual Development Plan dated April 4, 2008 as follows:

A. Residential Development

- 1). The project shall contain a maximum of 96 age restricted (55 plus) residential units on approximately 6.17 acres at a gross density of 15.6 units per gross acre.
- 2). Minimum lot size, width, depth and building setbacks shall at a minimum meet the requirements for the R-3 (High Density Residential) zoning district.
- 3). Minimum distance between structures shall be 20 feet; measured from building wall to building wall.
- 4). Accessory structures shall have a minimum rear and side setback of 5 feet and shall not occupy more than 30 percent of the required rear yard.
- 5). If the architectural building design permits, attached screened enclosures must maintain a minimum setback of five (5) feet from any property line.

- 6). Impervious surface coverage shall not exceed fifty (50) percent for overall project. Open space for the overall project shall be a minimum of fifty (50) percent.
 - 7). Maximum building height shall not exceed three (3) stories or forty (40) feet, except:
 - a. Residential buildings located less than fifty (50) feet from the boundary of Oak Ridge Condominiums property shall not exceed two and one-half stories or thirty five (35) feet in height, as measured at the peak of the roofline.
 - 8). Permitted Uses:
 - a. Single family attached or detached homes - Age restricted (55 plus);
 - b. Multi-family dwellings - Age restricted (55 plus);
 - c. Assisted living facilities - Age restricted (55 plus);
 - d. Accessory structures;
 - c. Temporary modular sales center and construction office until project completion.
- B. Recreational Development
- 1). Recreational development provided on the site shall include active and passive uses, as well as enclosed or un-enclosed recreational space. This space shall be devoted to the common use of the residents. Said area shall consist of not less than 19,200 square feet total recreational space, calculated as two hundred (200) square feet of space per dwelling unit. In computing usable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times the actual area.
 - a. Recreational activities such as play grounds, basketball, tennis and hand ball courts, etc.
 - b. Developed recreational trails which provide access to the public trail system.
 - c. Swimming pool, including the deck area which normally surrounds such pools.
 - d. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
 - 2). Required recreational amenities shall include a clubhouse and swimming pool.
 - 3). Required storm water areas and buffer areas shall not be considered as recreational space except for any areas developed as recreational trails which provide access to the public trail system.
 - 4). Within the community sidewalks or trails or a combination thereof shall be provided throughout the community to provide pedestrian access from all residences to all amenities.
- C. The commercial use of a sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.
- D. Open Space and Buffer Areas
- 1). All wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plan application.
 - 2). Wetlands shall have a minimum upland buffer as established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers

that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- 3). Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- 4). If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- 5). A wildlife/historical/archaeological management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the preliminary plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.
- 6). To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
- 7). Landscape buffer areas shall be required as follows:
 - a. The northern, eastern and western boundaries of the Victoria Gardens site, including property immediately adjacent to the western side of the Oak Ridge Condominium development, and adjacent to all property zoned M-1 (Industrial), shall be enclosed by an eight (8) foot high ~~brick/masonry wall~~ decorative PVC fence with landscaping. Said fence shall have decorative posts and caps as an architectural design element (See Conceptual Fence with and Landscape Details Exhibit D). The wall shall be architecturally compatible with the design of the dwellings. The property adjacent to Oak Ridge Condominiums shall have a minimum twenty-five (25) foot natural buffer on the eastern side of the wall.
- 8). Landscaping of the required buffer areas shall be as follows:

For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the Land Development Code.

 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.
 - f. Variations to the landscape requirements may be approved i.e. where walls are used, by the Community Development Director as long as the intent of

the PUD is maintained.

E. Development Phasing

- 1). The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.
- 2). Implementation of the project shall substantially commence within 36 months of the amended approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to the current zoning of R-3 (High Density Residential) and M-1 (Industrial) or another appropriate zoning classification less intense than the development permitted by these PUD Conditions.

3. **STORMWATER MANAGEMENT / UTILITIES**

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 100-year flood plain shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- G. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- H. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property including such off site improvements required by the City, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- I. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all units in the development.

4. **TRANSPORTATION IMPROVEMENTS**

- A. Vehicular access to the project site shall be provided from Montclair Road on the south. An additional "emergency only" entrance may be constructed on the north eastern side of the property to allow cross access to emergency vehicles such as police and fire between Victoria Gardens and Oak Ridge Condominiums. Actual location and design of access points shall be determined during the site plan review process and shall include consideration of sidewalks, recreation paths etc. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.
- B. The Permittee shall provide all necessary improvements/paving/turn lanes/right-of-way/signalization within and adjacent to the development including but not limited to right-of-way for Montclair Road as required by Lake County or the City of Leesburg.
- C. All roads within the development shall be designed and constructed by the developer to meet the City of Leesburg requirements.
- D. Sidewalks shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain a sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits. A copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements unless specifically accepted by formal action of the City Commission. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- G. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.
- H. Any issues with regard to easement or access to adjacent properties shall be reviewed by the City Attorney prior to the approval of the final construction plans.
- I. Any issues regarding current or previous ownership or development rights of the property shall be reviewed by the City Attorney prior to approval of final construction plans.

5. **DESIGN REQUIREMENTS**

- A. Residential Development
 - 1). Building Design Features
 - a. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:
 - (1) Dormers
 - (2) Gables
 - (3) Recessed entries
 - (4) Covered porch entries
 - (5) Cupolas
 - (6) Pillars or posts
 - (7) Bay window (minimum 12 inch projections)
 - (8) Eaves (minimum 6-inch projections)
 - (9) Repetitive windows with minimum 4-inch trim.

- B. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1). At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2). At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - 3). All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance
- C. Other Features
 - 1) Other similar design variations meeting the intent of this section may be approved at the discretion of the Community Development Director.
 - 2) Trash compactors, dumpsters, and automotive repair or wash locations shall be sited on the western half of the property.
- D. Parking Requirements
 - 1). All units shall meet the following minimum parking standards.
 - a. A minimum of two off street parking spaces shall be provided for each unit. For units with three or more bedrooms, three off street parking spaces shall be provided for each unit. On street parking for residents shall be prohibited.

6. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Development established and agrees to be bound by these conditions. The purchaser or

- lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
 - F. Any violation of City, State or Federal laws or permit requirements concerning the development of this project will constitute a violation of this permit and will result in all activities on the project site being halted until the violation is satisfactorily resolved and may result in a hearing before the Planning Commission to determine whether a change in the conditions of this PUD are necessary.

7. CONCURRENCY

The proposed land use change or approval would result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

- A. Utilities
 - 1. Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
 - b. The development will require construction of new distribution mains, since existing facilities in the service area are not adequate. Should the developer wish to accelerate the construction of such facilities to provide service, the developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
 - c. The City is in the process of Consumptive Use Permit renewal. The application provides for anticipated demands due to this and other potential development
- B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.
- C. Ability to Provide Services

- 1). The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2). The City updates its Ten-Year Capital Improvement Plan (CIP) as part of our annual budgetary process. Included within the CIP are water, wastewater, and reclaimed water improvements necessary to provide service to proposed development.
- 3). The City has completed an impact fee study, based in part on the CIP in order to assure adequate and appropriate funding for required improvements. The combination of master planning and CIP planning has allowed the City to issue bonds to fund new potable water facilities and substantial reuse facilities, among other infrastructure improvements.

LEGAL DESCRIPTION

EXHIBIT B

PARCEL "A"

FROM THE S.E. CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N. 89°20'40" W. ALONG THE SOUTH LINE OF SAID N.E. 1/4 OF THE S.E. 1/4 OF THE S.W. 1/4 FOR 416.46 FEET; THENCE N. 00°14'50" E. 98.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N. 00°14'50" E. 502.00 FEET; THENCE N. 89°20'40" W. PARALLEL TO THE SOUTH LINE OF SAID N.E. 1/4 OF THE S.E. 1/4 OF THE S.W. 1/4 165.00 FEET; THENCE S. 00°14'50" W. 320.91 FEET; THENCE S. 88°30'20" E. 100.33 FEET; THENCE S. 02°04'22" W. 179.73'; THENCE S. 89°20'40" E. PARALLEL TO THE SOUTH LINE OF SAID N.E. 1/4 OF THE S.E. 1/4 OF THE S.W. 1/4, 70.36 FEET TO THE POINT OF BEGINNING.

Said lands being, lying and situate in Lake County, Florida

PARCEL "B"

BEGIN AT THE NORTHWEST CORNER OF LOT 79, OF OAKRIDGE CONDOMINIUM, PHASE I, A SUBDIVISION RECORDED IN CONDO BOOK 2, PAGES 67 AND 68 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN N. 55°07'53" W., 24.31 FEET TO THE NORTHEAST CORNER OF LOT 50, OF OAKRIDGE CONDOMINIUM, PHASE I; THENCE N. 00°12'16" E., 10.00 FEET; THENCE N. 89°25'34" W. PARALLEL WITH THE NORTH LINE OF SAID LOT 50, A DISTANCE OF 89.94 FEET; THENCE S. 00°14'50" W., 10.00 FEET TO THE NORTHWEST CORNER OF LOT 50, SAID POINT ALSO BEING AT

THE NORTHEAST CORNER OF TRACT "D", OF OAKRIDGE CONDOMINIUM, PHASE I; THENCE N. 89°25'34" W. ALONG THE NORTH LINE OF TRACT "D", THENCE S. 00°14'50" W. ALONG THE NORTH LINE OF TRACT "D" A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF TRACT "D", THENCE S. 00°14'50" ALONG THE WEST LINE OF TRACT "D" A DISTANCE OF 98.95 FEET; THENCE N. 89°26'02" W. 165.00 FEET; THENCE N. 00°12'03" E. 60.00 FEET; THENCE N. 89°28'50" W., 81.52 FEET; THENCE N. 00°14'19" E., 436.50 FEET; THENCE S. 89°25'34" E., 246.33 FEET; THENCE N. 00°49'10" W., 62.12 feet; thence s. 68°43'06" e., 210.67 FEET TO A POINT ON THE WEST LINE OF TRACT "B" OF OAKRIDGE CONDOMINIUM, PHASE I; THENCE S. 03°45'28" E. ALONG THE WEST LINE OF TRACT "B", A DISTANCE OF 15.91 FEET TO THE NORTHWEST CORNER OF LOT 24, A DISTANCE OF 103.19 FEET TO THE SOUTHWEST CORNER OF LOT 24; THENCE S. 22°57'30" E., 27.92 FEET TO THE NORTHWEST CORNER OF LOT 73, OF OAKRIDGE CONDOMINIUM, PHASE I; THENCE S. 00°14'50" W. ALONG THE WEST LINE OF LOTS 73, 72, 71, 70 AND 69 OF OAKRIDGE CONDOMINIUM. PHASE I A DISTANCE OF 253.60 FEET TO THE NORTHEAST CORNER OF LOT 79 OF OAKRIDGE CONDOMINIUM, PHASE I; THENCE N. 89°45'10" W. ALONG THE NORTH LINE OF LOT 79. A DISTANCE OF 87.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING LIFT STATION SITE. OWNERSHIP OF WHICH IS TO BE RETAINED BY GRANTOR:

THE NORTH 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NORTHWEST CORNER OF LOT 79, OF OAKRIDGE CONDOMINIUM, PHASE I, A SUBDIVISION RECORDED IN CONDO BOOK 2, PAGES 67 AND 68 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN N. 55°08'53" W., 24.31 FEET TO THE NORTHEAST CORNER OF LOT 50, OF OAKRIDGE CONDOMINIUM, PHASE I, AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION FROM SAID POINT OF BEGINNING RUN N. 00°12'16" E., 10.00 FEET; THENCE N. 89°25'34" W. PARALLEL WITH BEGINNING RUN N. 00°12'16" E., 10.00 FEET; THENCE N. 89°25'34" W. PARALLEL WITH THE NORTH LINE OF SAID LOT 50, A DISTANCE OF 89.94 FEET; THENCE CONTINUE NORTH 89°25'34" WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 50, A DISTANCE OF 95.57 FEET; THENCE NORTH 00°14'50" EAST, 179.20 FEET; THENCE SOUTH 89°45'10" EAST, 21.93 FEET; THENCE SOUTH 00°14'50" WEST, 169.33 FEET; THENCE SOUTH 89°25'34" EAST, 173.58 FEET; THENCE SOUTH 00°12'16" WEST, 26.84 FEET; THENCE NORTH 55°07'53" WEST, 12.15 FEET TO THE POINT OF BEGINNING.

ALSO RESERVING UNTO THE GRANTOR THE FOLLOWING EASEMENT FOR INGRESS, EGRESS AND PROVISION OF UTILITIES TO THE ABOVE DESCRIBED LIFE STATION SITE:

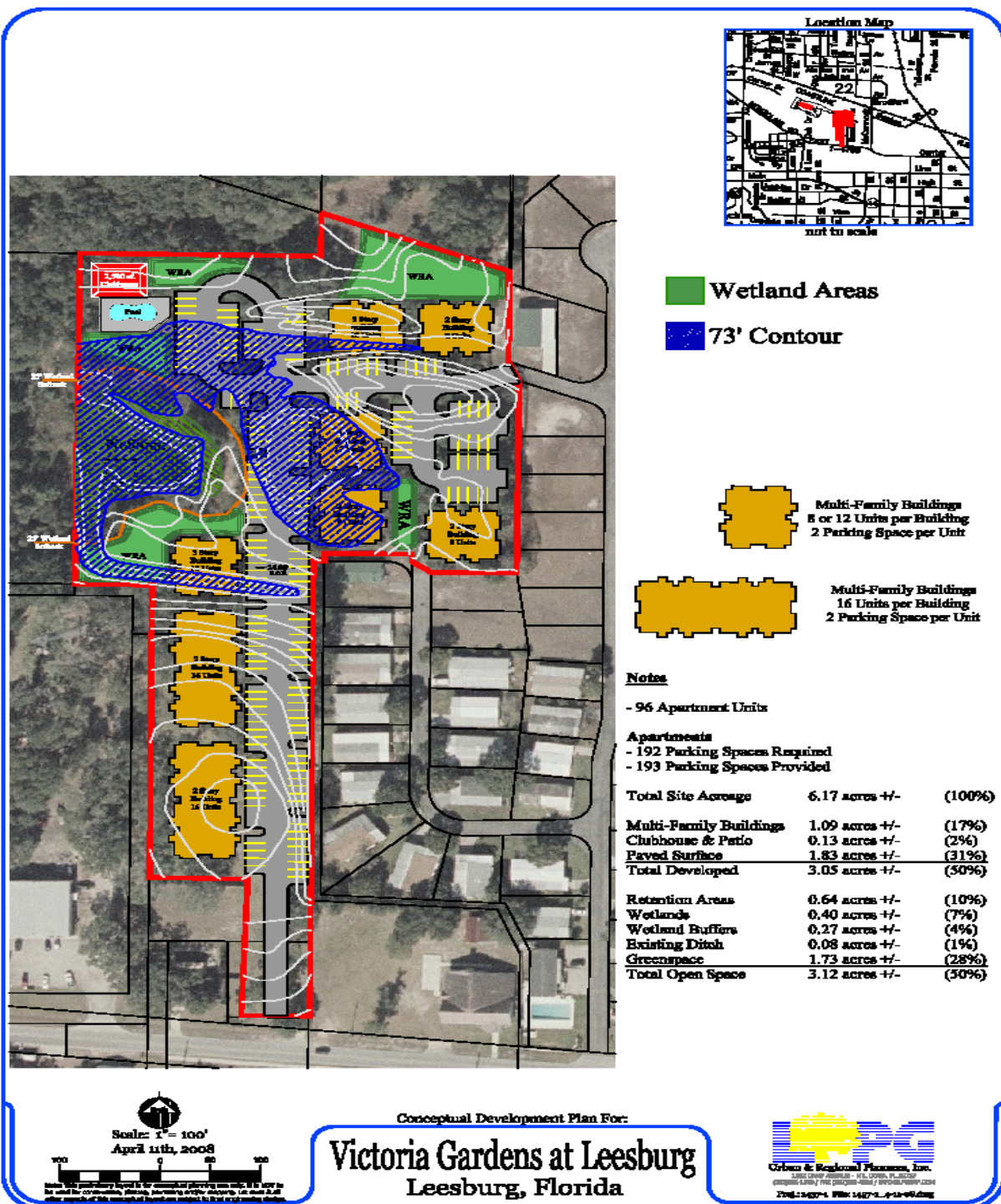
COMMENCE AT THE NORTHWEST CORNER OF LOT 79 OF OAKRIDGE CONDOMINIUM, PHASE I, A SUBDIVISION RECORDED IN CONDO BOOK 2, PAGES 67 AND 68 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN NORTH 55°07'53" WEST, 24.31 FEET TO THE NORTHEAST CORNER OF LOT 50, OF OAKRIDGE

CONDOMINIUM PHASE I, AND THE POINT OF BEGINNING OF THE EASEMENT DESCRIPTION, FROM SAID POINT OF BEGINNING RUN NORTH 00°12'16" EAST, 10.00 FEET; THENCE NORTH 89°25'34" WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 50, A DISTANCE OF 89.94 FEET; THENCE CONTINUE NORTH 89°25'34" WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 50, A DISTANCE OF 95.57 FEET; THENCE NORTH 00°14'50" EAST, 179.20 FEET; THENCE SOUTH 89°45'10" EAST 21.93 FEET; THENCE SOUTH 00°14'50" WEST, 169.33 FEET; THENCE SOUTH 89°25'34" EAST, 173.58 FEET; THENCE SOUTH 00°12'16" WEST, 26.84 FEET; THENCE NORTH 55°07'53" WEST, 12.15 FEET TO THE POINT OF BEGINNING LESS: THE NORTH 30 FEET THEREOF.

THE FORGOING EASEMENT SHALL BE FOR THE PURPOSE OF PROVIDING INGRESS AND EGRESS TO THE LIFT STATION SITE AND SHALL REMAIN IN FORCE UNTIL GRANTEE HAS SUBMITTED A PLAT OR SITE PLAN FOR THE DEVELOPMENT OF THE PROPERTY HEREIN DESCRIBED, AND HAS PAID GRANTEE'S EXPENSE SURVEYED AND CONVEYED TO GRANTOR IN FEE SIMPLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES (OR WITH ALL LIENS AND ENCUMBRANCES DULY SUBORDINATED) A SUBSTITUTE EASEMENT PROVIDING INGRESS AND EGRESS TO THE LIFT STATION SITE. UPON THE RECORDING OF THIS SUBSTITUTE EASEMENT, THE EASEMENT HEREBY RESERVED TERMINATE.
ALTERNATE KEY #'S: 3859529 & 1773199

CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT C



CONCEPTUAL FENCE WITH AND LANDSCAPE DETAILS

EXHIBIT D





AGENDA MEMORANDUM

Item No: 5E.

Meeting Date: November 10, 2014

From: Bill Wiley, AICP, Community Development Director

Subject: Amending Chapter 7 Buildings and Building Regulations of the City of Leesburg Code of Ordinances, by adding ARTICLE XIV, Property Maintenance Code to provide minimum maintenance standards for all property, buildings, and structures, effective January 1, 2015.

Staff Recommendation:

The Building Division and Code Enforcement Staff recommends amending Chapter 7, City of Leesburg Code of Ordinances, by adding ARTICLE XIV Property Maintenance Code, thereby providing minimum maintenance standards for all property, buildings, and structures in the City.

Analysis:

This amendment adopts the 2012 International Property Maintenance Code, as amended. This code provides minimum maintenance standards for safeguarding the public welfare by protecting the condition and maintenance of all property, buildings, and structures. Adoption of this amendment will help protect the safety and welfare of all structures and provide clear standards and guidelines for enforcement of violations. Utilized in conjunction with the building and fire codes of the City, the Property Maintenance Code will help maintain safe, clean, attractive buildings and properties in both our neighborhoods and commercial corridors, thus enhancing both new development and redevelopment opportunities and promoting economic development in Leesburg. The Code Enforcement Division staff will emphasize the enforcement of exterior maintenance for all buildings along with interior maintenance for all residential rental buildings. In addition, Code Enforcement will coordinate with the Building Division on the removal of unsafe structures. The minimum requirements and standards of this proposed Property Maintenance Code will become effective January 1, 2015.

Options:

1. Approve the recommended amendment to the Code of Ordinances Chapter 7, by adding ARTICLE XIV, Property Maintenance Code.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A small positive fiscal impact can be expected due to improvements of property valuations reflected in increased ad valorem tax revenues.

Submission Date and Time: 11/4/14 3:07 PM

<p>Department: Community Development Prepared by: Bill Wiley, AICP/Jay Connell Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04</p>	<p>Reviewed by: Dept. Head <u> BW </u> Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____</p>	<p>Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____</p>
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ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,
ADOPTING THE 2012 EDITION OF INTERNATIONAL
PROPERTY MAINTENANCE CODE, AND AMENDMENTS
THERE TO PROVIDING FOR REGULATING AND GOVERNING
THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY,
BUILDINGS AND STRUCTURES; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the 2012 International Property Maintenance Code, as amended, provides standards to safeguard life or limb, health, property, and public welfare by regulating, governing, and controlling the conditions and maintenance of all property, buildings, and structures, and

WHEREAS, it is in the best interests of the citizens of the City of Leesburg and the protection of the public health, safety and welfare for the City of Leesburg to adopt and enforce a Property Maintenance Code,

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF
LEESBURG, FLORIDA:**

SECTION I.

Chapter 7 Buildings and Building Regulations of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended to add **ARTICLE XIV. Property Maintenance Code** and shall, after the effective date of this Ordinance, read as set forth below:

International Property Maintenance Code Adopted.

The International Property Maintenance Code, 2012 edition, published by the International Code Council as amended, is adopted as the Property Maintenance Code for the City of Leesburg, Florida, comprised more specifically of the International Property Maintenance Code, 2012 edition, Florida Building Code – Residential, Building Code – Accessibility, Building Code – Energy, and Building Code – Existing, each of which is adopted by reference, and incorporated into this Code as fully as if set out in full herein. The Property Maintenance Code is hereby adopted as the property maintenance code to provide standards to safeguard life or limb, health, property, and public welfare by regulating, governing, and controlling the conditions and maintenance of all property, buildings, and structures within this jurisdiction and to provide for a just, equitable, and practicable method whereby buildings or structures, which from any cause endanger the life, limb, morals, property, safety, or welfare of the general public or their occupants, may be repaired, vacated, or demolished. The minimum requirements and standards of the International Property Maintenance Code, 2012 edition, as amended, will become effective January 1, 2015.

SECTION II.

Sections 101. through 701. of the International Property Maintenance Code, 2012 edition, is hereby added and amended in its entirety to the Leesburg Code of Ordinances as the **Property Maintenance Code**, and shall, after the effective date of this Ordinance, read as set forth below:

101.2. Amendments, additions, and deletions to the 2012 International Property Maintenance Code.

The following sections and subsections of the property maintenance code adopted in this article shall be amended, added, or not adopted by the city as follows. All other sections or subsections of the 2012 International Property Maintenance Code shall remain the same.

101.3. Title. These regulations shall be known as the Property Maintenance Code of the City of Leesburg, Florida, hereinafter referred to as "this code."

102.4. Application of other codes. Repairs, additions, or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Property Maintenance Code, 2012 edition, Florida Building Code – Residential, Building Code – Accessibility, Building Code – Energy, and Building Code – Existing, Mechanical, Building Code – Plumbing, Building Code – Residential, Building Code – Accessibility, Building Code – Energy, Building Code – Existing, Fire Prevention Code, Fuel Gas Code, and Electrical Code, Nothing in this code shall be construed to cancel, modify or set aside any provision of the Ordinances of Leesburg, Florida.

103.1. Deleted.

103.2 Appointment. The City Manager shall designate the Chief Property Maintenance Official and Inspectors "Code Officials" that are the code officials to enforce the provisions of this code.

103.3. Deleted.

103.4 Liability. The "Code Officials", Special Magistrate, or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection by the city's insurance pool and any immunities and defenses provided by other applicable state and federal laws and be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit, or proceeding that is instituted in pursuance of the provisions of this code.

103.5 Fees. The fees for building permits, activities, and services performed by the department in carrying out its responsibilities under this code shall be as established by Resolution of the City Commission.

110.1 Demolition General. The Code Official shall order the owner of any premises upon which is located any structure, which in the Code Official's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe,

insanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than 12 months , the code official shall order the owner to demolish and remove such structure. The structure must remain secured during the 12-month time period.

111.1 General. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Board of Adjustment provided that a written application for appeal is filed within 20 days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. The City Commission is additionally charged with the review of all proposed changes to the Property Maintenance Code. The Board of Adjustment shall have no authority relative to the interpretation of the administrative provisions of this code nor shall the Board of Adjustment be empowered to waive requirements of this code.

111.2. Appointment of Special Magistrate. The Leesburg Special Magistrate shall rule on matters pertaining to violations of this Code. The Magistrate shall be appointed by the City Commission.

111.4 Open hearing. All hearings before the Magistrate and Board of Adjustment shall be open to the public. The appellant or alleged violator, as the case may be,, the appellant's or violator's representative, the code official, and any person whose interests are affected shall be given an opportunity to be heard.

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to code violations and/or administrative citations through the code enforcement process.

113.1 Special assessment. The code official shall cause an account to be kept against each lot or parcel of the cost to the city for the correction and control of any vegetation nuisance during the growing season of each year, for the cost of demolition and removal where the owner fails to comply with a demolition order, for the abatement of an unsafe condition which the owner fails to comply, and for the costs of emergency repairs. The costs shall be certified to the City Finance Director on or before August 1 of each year.

113.2 Estimate of assessment. The Finance Director shall prepare an estimate of the assessment against each lot or parcel for the correction and control of any vegetation nuisance for the preceding growing season, demolition, abatement of unsafe conditions, and emergency repairs, including therein the expense of levying such special assessment against each lot or parcel. Such estimates shall be submitted to the City Commission.

113.3 Assessment hearing. Upon the filing of the assessment roll with the Finance Director, the City Commission shall fix a time and place of hearing upon the assessment, not less than 20 days from the date of filing thereof. The Finance Director shall thereupon publish a notice of the time and place of hearing in the official newspaper one week prior to the date set for the hearing. The notice shall in general terms describe the improvement for which the special assessment is levied, the date of filing of the assessment roll, the time and place of the hearing thereon, and that the roll will be open for public inspection at the office of the city Finance Director and shall refer to the special assessment roll for further particulars. In addition to the publication of the notice of hearing, the Finance Director shall mail a copy of the notice by first class mail, addressed to the owner of any property to be assessed for the improvements, at the address as shown by the records of the Finance Director. The mailings shall be at least one week prior to the date set for the hearing. The owner of any lot or parcel of land against which a special assessment is to be so levied, or its occupant or person in charge, may appear before the council at such meeting to protest such assessment and to give reasons why such assessment should not be levied. Upon the day so named, the council shall meet, and if they find the estimate correct and the actions of the code official resulting in the estimate to be in accordance with the provisions of this article, they shall approve the assessment by resolution and file such assessment roll with the Finance Director; or, if not correct, they shall correct or modify the estimate, approve the assessment as corrected or modified, and file such assessment roll with the Finance Director; or, if not in accordance with the provisions of this article, shall disapprove such assessment. From the date of the approval and filing of such assessment roll with the Finance Director, the assessment shall be and become a special lien against the various pieces of property described in the assessment roll and shall be collected in a like manner as special assessments for public improvements.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the Florida Building, Plumbing, Mechanical, Fuel, Residential and Existing codes, Florida Fire Prevention Code, Ordinances of Leesburg, Florida, such terms shall have the meanings ascribed to them as stated in those codes.

302.4 Weeds. All premises and exterior property shall be maintained free from all actively growing plants declared to be statewide noxious weeds the State of Florida, all actively growing weeds declared by the City of Leesburg and by the county to be locally noxious, and all other non-woody plants growing in the city to a greater height than eight inches, are noxious, dangerous, and unhealthful, and are hereby declared to be a nuisance. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees and shrubs provided. This does not apply to vegetation that is being grown as a crop, livestock pasture, wildflower display gardens, right-of-way of rural section roads, if the vegetation has been designated by the Director of Parks and Recreation as a natural area or native planting, or unimproved developments except for a 25-foot mowed buffer adjacent to the right-of-way.

302.4.1 Duty to correct. The occupant, person in charge, or owner of any lot or parcel of land in the city shall keep such lot, to include any abutting city right-of-way except as provided herein, free of such nuisance vegetation by cutting, spraying, or removal, as may be appropriate. The code official has the authority to require compliance with this article on all property. The code official shall cause public notice to be given requiring all lots or parcels of land in the city to be kept free from all vegetation declared by Section 302.4 to be a

nuisance. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice, the owner or agent shall be subject to code enforcement/administrative citations in accordance with the Leesburg Code Ordinances. The notice shall provide that all vegetation determined to be a nuisance and left uncorrected shall be cut, sprayed or removed by the city, and the cost thereof shall be billed to the property owner. If the bill is left unpaid the cost will be assessed against that property, to include the cost of levying such special assessment. The notice shall be by general public notice, published in the official newspaper once a week for two consecutive weeks, with a copy mailed to the owner or other person in charge of the property at the address listed on the tax roll, and shall be deemed sufficient to allow those actions authorized by this Chapter.

302.4.2 Correction by city. If the occupant, person in charge, or owner of any lot or parcel of land fails to correct any such vegetation nuisance as required within ten days of the last publication of the general notice, as set forth in Section 302.4.1, the code official shall cause such vegetation to be cut, sprayed or removed, and for such purpose the person allowed to do the work shall be allowed to enter upon any lot or parcel of land. No person shall intentionally interfere or attempt to interfere with the cutting, spraying, or removal of such vegetation.

302.8 Motor vehicles. Abandoned and inoperative vehicles shall be regulated by Article III of Chapter 25 of the Ordinances of City of Leesburg, Florida.

302.9 Defacement of property. Placement of graffiti shall be regulated by the Ordinances of City of Leesburg, Florida.

303.1 Swimming pools. Swimming pools shall be maintained in a safe, clean and sanitary condition and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs, and spas containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

304.1. Exterior of structures – General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare as per Sections 304.1.1. through 304.19. of the 2012 IPMC, as amended.

Exception: Sections 304.1.3. is covered in other sections of the Code of Ordinances.

304.14 Insect screens. During the period from April 1 to September 30, every door, window, and other outside opening required for ventilation of habitable rooms, food

preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

401 through 601 shall apply to residential rentals, commercial, and industrial properties.

SECTION III.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION V.

This Ordinance shall become effective upon its passage and adoption on January 1, 2015.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2014.

THE CITY OF LEESBURG

By: _____
Mayor John Christian

ATTEST:

J. Andi Purvis, City Clerk



AGENDA MEMORANDUM

Item No: 5F.

Meeting Date: November 10, 2014

From: Bill Wiley, AICP, Community Development Director

Subject: An ordinance adopting the Interlocal Service Boundary Agreement (ISBA) among the City of Leesburg, the City of Fruitland Park, the City of Tavares, the Villages Center Community Development District, and Lake County.

Staff Recommendation:

Staff requests the City Commission approve the ordinance for the Interlocal Service Boundary Agreement (ISBA) between Leesburg, the referenced Cities, the Villages, and the County.

Analysis:

The ISBA for south Leesburg was adopted on March 14, 2013 which covers the south portion of Leesburg. As a continuation of the ISBA process, staff has completed a new ISBA which includes the south and the remaining area of Leesburg. Also included in the ISBA is a Fire and Emergency Medical Services Agreement between the city and county. With the adoption of these agreements, the City will be able to annex non-contiguous property within the ISBA into Leesburg. Examples of non-contiguous property that request to be annexed are White Marsh Subdivision which is adjacent to Plantation on the south and west of US 27 and a proposed pharmacy on north CR 473. There are currently in White Marsh Subdivision one-hundred completed homes in Phase I and an additional one-hundred homes planned for Phase II which need City utilities.

Options:

1. Approve the ordinance adopting the Interlocal Service Boundary Agreement (ISBA) dated November 10, 2014.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is a positive fiscal impact to the City through future development brought into the City under provisions of this agreement.

Submission Date and Time: 11/4/14 3:07 PM

Department: Community Development Prepared by: Bill Wiley, AICP Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Revised 6/10/04	Reviewed by: Dept. Head <u> BW </u> Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
The City of Leesburg and Lake County, Florida**

October 22, 2014

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
THE CITY OF LEESBURG AND LAKE COUNTY, FLORIDA**

This Interlocal Service Boundary Agreement (the “Agreement”) is made by and between the City of Leesburg, a Florida municipality (“LEESBURG”) and Lake County, a political subdivision of the State of Florida (the “COUNTY”).

WITNESSETH

WHEREAS LEESBURG and COUNTY previously entered into an Interlocal Service Boundary Agreement to which the cities of Groveland, Clermont, Mascotte and Howey-in-the-Hill were also parties (hereinafter “South Lake ISBA”); and

WHEREAS, LEESBURG has initiated a second ISBA (hereinafter “Leesburg ISBA”) proceeding to address areas north, east and west of its existing city limits, no part of which was addressed by the South Lake ISBA; and

WHEREAS, during the negotiations for the Leesburg ISBA, COUNTY and LEESBURG have agreed to modify portions of the South Lake ISBA which pertain to LEESBURG only, and no other party to the South Lake ISBA, subject however to the consent of the other parties to the South Lake ISBA through their approval and execution of this Agreement; and

WHEREAS, the Leesburg ISBA is not intended to supersede any provisions of the South Lake ISBA that would affect any obligation, responsibility, or restriction of LEESBURG or COUNTY; and

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*; and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*; and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

WHEREAS, the principal goal of the Interlocal Service Boundary Agreement Act Section 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community.” It is also intended to provide “a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation” . . . “to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments” . . . “to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability” . . . and “to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services”; and

WHEREAS, the Parties desire to identify lands that are logical for future annexations into the LEESBURG; and

WHEREAS, the Parties find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, the elected officials of the Parties have met and negotiated in good faith to resolve issues relating to annexation, joint planning and provision of infrastructure and wish to reduce their agreement to writing as set forth in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011 *Florida Statutes* (2012); and

WHEREAS, the cities of Groveland, Clermont, Mascotte, Minneola and Howey-in-the Hills have consented to this Agreement as nothing in it affects them in any way; and

WHEREAS, the cities of Fruitland Park and Tavares have consented to this Agreement setting forth the exclusive annexation area for LEESBURG; and

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Agreement.

2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such map the boundary areas for LEESBURG as well as unincorporated areas.

3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the Leesburg ISBA boundary as displayed on Exhibit A, attached hereto and incorporated herein by reference:

- a. Only Leesburg shall have the legal right to annex properties within the Leesburg ISBA boundary and no other cities shall annex any of such areas.
- b. LEESBURG shall not annex any areas outside the LEESBURG ISBA without the approval of the COUNTY.
- c. The following shall govern any annexations of Leesburg in the Leesburg ISBA area.
 - i. **Part I Chapter 171, Florida Statutes.** LEESBURG shall be entitled to annex any property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.
 - ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the annexation of any enclave or the creation of any enclave which is the result of an annexation, so long as LEESBURG agrees to provide services to such enclave, and LEESBURG holds a public hearing prior to such annexation where the owners of all properties within the enclave are given written, first class mail notice, and an opportunity to comment publicly at such meeting.
 - iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida Statutes; Specific Properties.** COUNTY hereby consents to the annexation of any non-contiguous real property in the unincorporated area within the

Interlocal Service Boundary Area by LEESBURG as depicted in “Exhibit A” provided that subject properties are

1. presently served by LEESBURG or other public central water and/or sewer utility; or
 2. where subject property owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property, and provided further LEESBURG shall not approve any development, or issue a final development order in such annexed area unless central water and wastewater shall serve the development.
- iv. Annexation of any undeveloped and unimproved parcel greater than ten (10) acres by LEESBURG shall require the property owner’s consent.
- d. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the annexation of right of way located in the Interlocal Service Boundary Agreement area of LEESBURG, so long as at least one side of the road will be bounded by property located within LEESBURG after the annexation, or which meets any of the other annexation requirements of this Agreement. LEESBURG agrees that at the time that it annexes any property which abuts a roadway, that, to the extent possible, it will also annex the adjacent road right of way to avoid the creation of roadway enclaves. Annexing the right of way pursuant to this sub-paragraph does not require LEESBURG to accept maintenance responsibility for such road.
- e. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets) or County four-lane or greater roadway,, LEESBURG shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. However, nothing in this agreement shall require LEESBURG to assume maintenance for any roadway and associated drainage facilities that does not meet City standards other than right of way width, nor shall LEESBURG have any responsibility to widen any such road. For roads, the right of way width of which does not conform to City standards, City shall only be required to accept maintenance of the roadway, its right of way, and associated drainage facilities, if the right of way has a width of at least 40 feet, and is not prescriptive in nature.
4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the

Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction has control over permitting decisions. This difficulty will be exacerbated in areas where one jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. During negotiations and pursuit of the matters contemplated by this Section 4, if either Party determines that it is in the public interest to proceed with comprehensive plan amendments, land development regulations and other land development matters (“Development Approvals”) that are within that Party’s jurisdiction before reaching any resolution with the other Party, such Party with jurisdiction may proceed with those Development Approvals. In order to minimize such difficulties, LEESBURG and the COUNTY agree as follows:

- a. **Development Applications.** For any application for development which is received by COUNTY for land within the LEESBURG ISBA, designated area on **Exhibit A**, or any application for development received by LEESBURG for land within LEESBURG limits and within five hundred feet (500’) of land that is located in the unincorporated area, LEESBURG or COUNTY, as the case may be, will immediately provide a copy of the development application to the other. LEESBURG and COUNTY shall work together to minimize any conflicts in regulations and to make the permitting process as efficient as can be.
- b. **Land Development Regulations.** LEESBURG and the COUNTY shall work together to compare their respective Land Development Regulations, and where there are inconsistent regulations; work towards eliminating such inconsistency, to the extent possible. When regulations are inconsistent, LEESBURG and the COUNTY shall strive to jointly amend the regulations with a goal to eliminate unnecessary conflict. LEESBURG and the COUNTY recognize there may be regulations that a party cannot amend for purposes of consistency due to factors beyond the party’s control, for example, consumptive use permit requirements. It is estimated that this process shall take up to thirty-six (36) months, at which time elected representatives from LEESBURG and the COUNTY shall meet to review the progress that has been made.
- c. **Comprehensive Plans.** LEESBURG and the COUNTY acknowledge that LEESBURG’s Comprehensive Plans will have to be updated as annexations occur, and that the COUNTY Comprehensive Plan may need to be amended to accommodate future growth plans of LEESBURG within their designated areas. LEESBURG and the COUNTY agree to work together to jointly plan the designated areas to avoid incompatibility between uses in LEESBURG and COUNTY.

5. **SOLID WASTE.** COUNTY agrees that any contract that it enters for the collection of waste will be able to be utilized by LEESBURG at their option, and will coordinate and communicate with LEESBURG on solid waste disposal opportunities which may exist after 2014.
6. **FIRE HYDRANTS.** LEESBURG agrees that any time a potable water line is extended into or through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended distances, based on LEESBURG's standards and approval, for fire hydrant spacing at COUNTY's expense. LEESBURG agrees that COUNTY shall have the right to have fire hydrants installed on any City water line located in the unincorporated area at COUNTY expense and as approved by LEESBURG. LEESBURG agrees that the COUNTY Fire Department shall have the right to use any City fire hydrant for official firefighting purposes, at no cost; COUNTY shall, however, notify LEESBURG anytime such a hydrant is used along with an estimate of how much water was used. When COUNTY utilizes any fire hydrant for training or other purposes not related to actual firefighting, COUNTY shall reimburse LEESBURG for the cost of the water used. Notification shall be in writing to the City Manager and provided within seven (7) calendar days of the COUNTY's use. County agrees to assist Leesburg with annual testing of fire hydrants within close proximity of the County fire station.
7. **SHARING OF EQUIPMENT AND RESOURCES.** LEESBURG and the COUNTY each own and operate equipment and resources (including but not limited to training facilities) that might be of use to the other. The goal of this paragraph is to minimize duplication of resources by allowing one party to this agreement to utilize the resources of another party in an effort to avoid duplication. LEESBURG and the COUNTY agree to allow the other party to utilize resources and equipment owned by the other so long as such equipment and resource is available and so long as the using party pays all costs involved with such use. It is recognized that in order to utilize some types of equipment, staffing from the donating agency will also be required, and in such a case, the agency using such resource or equipment shall also be responsible to pay any staff costs.
8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing system. Such system is in use in the unincorporated area of Lake County and in some municipal areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not in compliance with the COUNTY numbering system. However, universal use of the COUNTY addressing system will enhance emergency response for all citizens of Lake County. LEESBURG and the COUNTY agree that any new address issued by LEESBURG or COUNTY (including any readdressing that may occur) will be issued in accordance with the County E 911 addressing system and rules. LEESBURG agrees that from the Effective Date of this agreement, all new addresses issued

to their residents, shall meet the COUNTY's addressing standards. LEESBURG shall utilize the process set forth in Exhibit B, attached hereto and incorporated herein by reference.

9. **FIRE AND RESCUE SERVICES.**

- a. COUNTY and LEESBURG agree to automatically respond to assist the other for all types of emergencies including fire, medical emergencies, rescue, hazardous material, extrication, and natural and accidental disasters within the ISBA area, as well as in adjacent areas pursuant to Section (d) below. The provisions of this agreement do not apply to non-emergency calls, as defined in vii. below.
 - i. The parties agree to provide such assistance on an automatic aid basis utilizing the available units nearest to the incident.
 - ii. This agreement is not intended and shall not be construed to in any way deprive COUNTY or LEESBURG of any jurisdictional powers that such entity may have, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this agreement.
 - iii. For purpose of this agreement, automatic aid shall be defined as the immediate response of emergency personnel closest to the scene, regardless of whether such personnel are from the jurisdiction where the incident is located. The automatic aid shall be based on a predefined process agreed to pursuant to vii. below that results in the immediate response of emergency personnel to the scene of an emergency. COUNTY and LEESBURG shall mutually agree on the level of response that different types of incidents will require, and units will be dispatched accordingly. All units of COUNTY and LEESBURG shall be available to be dispatched, unless involved in another call, if such response is required based on the necessary level of response that is required.
 - iv. During the term of this agreement, COUNTY and LEESBURG agree that they will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter "LEMS") (or any successor entity approved both by COUNTY and LEESBURG) for dispatching of fire and emergency medical services.
 - v. During the term of this agreement, COUNTY and LEESBURG agree that they will install and maintain Automatic Vehicular Locator Systems (hereinafter "AVL") on all emergency response vehicles in their fleets that are located in or near the ISBA area; such Automatic Vehicular Locator Systems shall be compatible with computer and radio systems maintained

by LEMS. COUNTY agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for any LEESBURG response vehicle that does not currently have one; LEESBURG will be responsible to purchase such units for vehicles placed in service after the effective date. LEESBURG and COUNTY will be responsible for maintenance and operating charges for AVL's on their own vehicles.

- vi. While providing automatic response, an entity that is responding outside its jurisdiction shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the jurisdiction in which the incident is located is not available at the scene, the highest-ranking officer from the responding party will control the scene until its termination or an officer from the jurisdiction in which the incident has occurred arrives and scene control is properly transferred. COUNTY and LEESBURG shall utilize National Fire Protection Standards and National Incident Management System (NIMS) standards to ensure that the Incident Command System, the Personnel Accountability System and other standards are adhered to.
- vii. The Chiefs of the fire departments and the Executive Director of LEMS or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this agreement. The written plan shall include a definition of non-emergency calls and shall include the process described in iii., above. Should a disagreement arise between such Chiefs and/or Executive Director, the matter shall be referred to the Managers for COUNTY and LEESBURG for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
- viii. Nothing in this agreement shall prohibit COUNTY or LEESBURG from sending additional resources to an incident located within their respective jurisdiction, even if such resources are not required by the plan for procedures and operations approved by the fire chiefs of COUNTY and LEESBURG.
- ix. COUNTY and LEESBURG agree that they will not locate or establish a new fire station that is located in the jurisdiction of the other or close a fire station within the ISBA area without the written permission of the other party.

- x. Nothing in this agreement shall affect any other mutual aid agreements that are or may be in existence between COUNTY and LEESBURG or any other governmental unit for areas not included within this agreement.
- b. It is the intent of this agreement to allocate the costs of an agency responding to an event in the other's jurisdiction through a method whereby compensation is set based upon the type of call. At the end of each quarter, the number of calls that COUNTY and LEESBURG respond to in the other's jurisdiction shall be reviewed, calculated and compensation shall be paid as follows:
 - i. At the end of each quarter, calls responded to in the other agency's jurisdiction shall be determined, utilizing call data maintained by the dispatch agency. Only calls where the dispatcher dispatched a unit based on the predefined process described above shall be counted. As indicated earlier, COUNTY or LEESBURG have the right to send units to a call without being dispatched; however, in such a case, such call shall not be calculated for purposes of compensation. For purposes of this provision, "self-dispatched" calls shall be defined, based on dispatch records, as calls wherein the dispatcher did not call the unit to the scene.
 - ii. Determination of compensable calls. The following rules shall be used to determine how to determine the number of compensable calls:
 - 1. For purposes of medical calls, each vehicle that is dispatched shall be considered a separate call.
 - 2. For purposes of fire calls, each call for service to an incident shall be considered one call, regardless of the number of vehicles that are dispatched.
 - 3. Calls that are dispatched for non-emergency purposes shall not be counted as a response by COUNTY or LEESBURG for purposes of this agreement and neither agency shall be required to respond to such non-emergency call, although they may respond if they wish.
 - 4. Calls that are self-dispatched meaning responses that are to an incident where the dispatcher did not call that unit shall not be counted as a response for purposes of this agreement.
 - 5. Calls that are dispatched due to an automobile accident shall be counted as a medical call incident.
 - 6. Additional rules and compensation amounts regarding specific types of calls may be applied if approved in writing by the City Manager of LEESBURG and County Manager of COUNTY.

iii. At the end of each quarter, the number of calls for the prior quarter shall be reviewed to determine if either COUNTY or LEESBURG responded to more calls outside their jurisdiction than were responded to inside their jurisdiction. For this purpose, separate calculations shall be made for emergency medical response and fire response. A call which is made by the dispatcher, but subsequently cancelled shall be calculated as half ($\frac{1}{2}$) of a call. For each category of calls, the number of calls that one party responded to that exceeds the number of calls the other party responded to shall be the "net number of calls". Only the net number of calls shall be compensable. By way of illustration, in a quarter if LEESBURG were to answer fifty (50) calls in COUNTY's jurisdiction, and COUNTY were to answer forty-five (45) calls in LEESBURG's jurisdiction, the net five (5) calls would be compensable from COUNTY to LEESBURG.

iv. Net calls shall be compensated in the following amounts:

1. Medical Call: \$100 per call.
2. Fire Call: \$500 per call.

c. General Provisions relating to Fire and Medical Services Response:

i. Neither COUNTY nor LEESBURG shall assume any liability for the acts, omissions, or negligence of the other. Each shall be solely responsible for their own negligence and the negligence of their employees and agents. Nothing in this agreement is intended to act as a waiver of sovereign immunity.

ii. Effective date and Redetermination of reimbursement.

1. The effective date for the automatic aid portion of this agreement shall be February 1, 2015 and this agreement shall continue in force and effect unless the Interlocal Service Boundary Agreement is modified or terminated as provided in other parts of this agreement.
2. The compensation amounts in (b)(ii) above are estimates that have been agreed to by COUNTY and LEESBURG. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after January 31, 2018, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and LEESBURG shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for

COUNTY and LEESBURG for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.

- d. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the LEESBURG ISBA area. These include Tavares, Fruitland Park and the Village Center Community Development District (VCCDD). It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to LEESBURG and COUNTY to incorporate those additional areas into this agreement by amendment in order to provide a seamless emergency response system. The parties agree that such an amendment may be made only if agreed to in writing by LEESBURG and COUNTY.
 - e. In making the determination of amounts due under this agreement, data from LEMS's dispatch shall be used as the basis to determine the number of calls which are to be counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS will prepare a report and send it to LEESBURG and COUNTY. LEESBURG and COUNTY shall have fifteen (15) days to review such report, and to object. Should either party object to the report or the data contained therein, the County Manager and City Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should the managers be unable to resolve such objection, payment shall be made for the portion of the report that is not in dispute, and the parties shall select a Certified Professional Accounting Firm which shall conduct a review and render a decision on the dispute. The decision of the Certified Public Accounting Firm shall be final and binding on all parties to this agreement. The costs of the Certified Accounting Firm shall be borne equally by COUNTY and LEESBURG.
 - f. Any payments that are due to another party to this agreement shall be made within twenty-five (25) days after the delivery of the report described in Section (e) above, unless an objection is filed. In such a case, the undisputed portions of the report shall be paid and the balance shall be due within fifteen (15) days after resolution of the dispute.
10. **SOUTH LAKE ISBA.** Nothing in this agreement shall abrogate any of the obligations or restrictions that Leesburg or County has with areas outside the Leesburg ISBA boundary, and Leesburg and County reaffirm their legal obligations relating to Groveland, Mascotte, Clermont, Minneola and Howey in the Hills, as set forth in such agreement. Groveland, Mascotte, Clermont, Minneola and Howey in the Hills have joined in the execution of this Agreement to grant their consent to the modifications of the South Lake ISBA effected hereby, without otherwise affecting any of the rights or obligations of any party to the South Lake ISBA.

11. **JOINDER.** Joinder in this agreement by Fruitland Park, Tavares and VCCDD is only for the purpose of approving the boundary of the Leesburg ISBA, and to authorize a possible future automatic aid agreement that is region wide, as provided herein. Fruitland Park and Tavares agree neither shall be permitted to annex any area in the Leesburg ISBA. Nothing herein shall preclude Leesburg from entering into separate interlocal service boundary agreements with Fruitland Park or Tavares governing issues between them not dealt with in this Agreement.
12. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an Ordinance adopting this Agreement enacted by LEESBURG and COUNTY. The Effective Date shall be the date of final adoption by the last party.
13. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes*, the Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the twenty (20) year term no later than eighteen months prior to the termination of the Initial Term.
14. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes*, (2009) this Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least eighteen (18) months prior to the termination date.
15. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party without cause, prior to its expiration, unless an amendment to the Agreement is approved by all Parties in writing.
16. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, a party may file an action in circuit court.
17. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement must be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any Party may otherwise designate in writing.

City of Leesburg:

Al Minner, City Manager
Post Office Box 490630
Leesburg, Florida 34749

cc: Bill Wiley, Community Development Director
204 N. 5th Street
Leesburg, Florida 34749

Lake County: David Heath, County Manager
P. O. Box 7800
Tavares, Florida 32778

cc: Sanford A. Minkoff, County Attorney
P.O. Box 7800
Tavares, Florida 32778

City of Tavares: City Administrator
201 E. Main Street
Tavares, Florida 32778

cc: Community Development Director
201 E. Main Street
Tavares, FL 32778

City of Fruitland Park: City Manager
506 W. Berckman Street
Fruitland, Florida 34731

cc: Community Development Director
506 W. Berckman St.
Fruitland, Florida 34731

VCCCD: Janet Y. Tutt, District Manager
Village Center Community Development District
984 Old Mill Run
The Villages, Florida 32162

cc: Edmund Cain, Fire Chief
Villages Public Safety Department
3035 Morse Boulevard
The Villages, FL 32162

18. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.

19. **AUTHORITY.** The Parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.
20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.
21. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.
22. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.
23. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida Statutes*, the Parties shall no later than six (6) months from the Effective Date make a good faith effort to amend their respective intergovernmental coordination elements of their comprehensive plan as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and compliance with this Agreement as well as to address areas of economic development, which may include employment centers, industrial, commercial, and multi-family uses. Consistent with §171.203(11), *Florida Statutes*, and within the time frame established above, LEESBURG shall make a good faith effort to adopt a municipal service area as an amendment to its comprehensive plan to address future possible municipal annexation.
24. **COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES.** The parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).
25. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, LEESBURG shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes*.

26. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes*.
27. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.

Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Jimmy Conner, Chairman

This _____ day of _____, 2014.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

This ____ day of _____, 2014

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and legality:

Fred Morrison, City Attorney

Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.

CITY OF TAVARES

Robert Wolfe, Mayor

This ____ day of _____, 2014.

ATTEST:

Nancy Barnett, City Clerk

Approved as to form and legality:

Robert Q. Williams, City Attorney

Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.

CITY OF FRUITLAND PARK, FLORIDA

Chris Bell, Jr., Mayor

This ____ day of _____, 2014.

ATTEST:

Marie Azzolino, Acting City Clerk

Approved as to form and legality:

Scott Gerken, City Attorney

Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

Stephen Drake, Chairman

This ____ day of _____, 2014.

ATTEST:

Janet Y. Tutt, Secretary

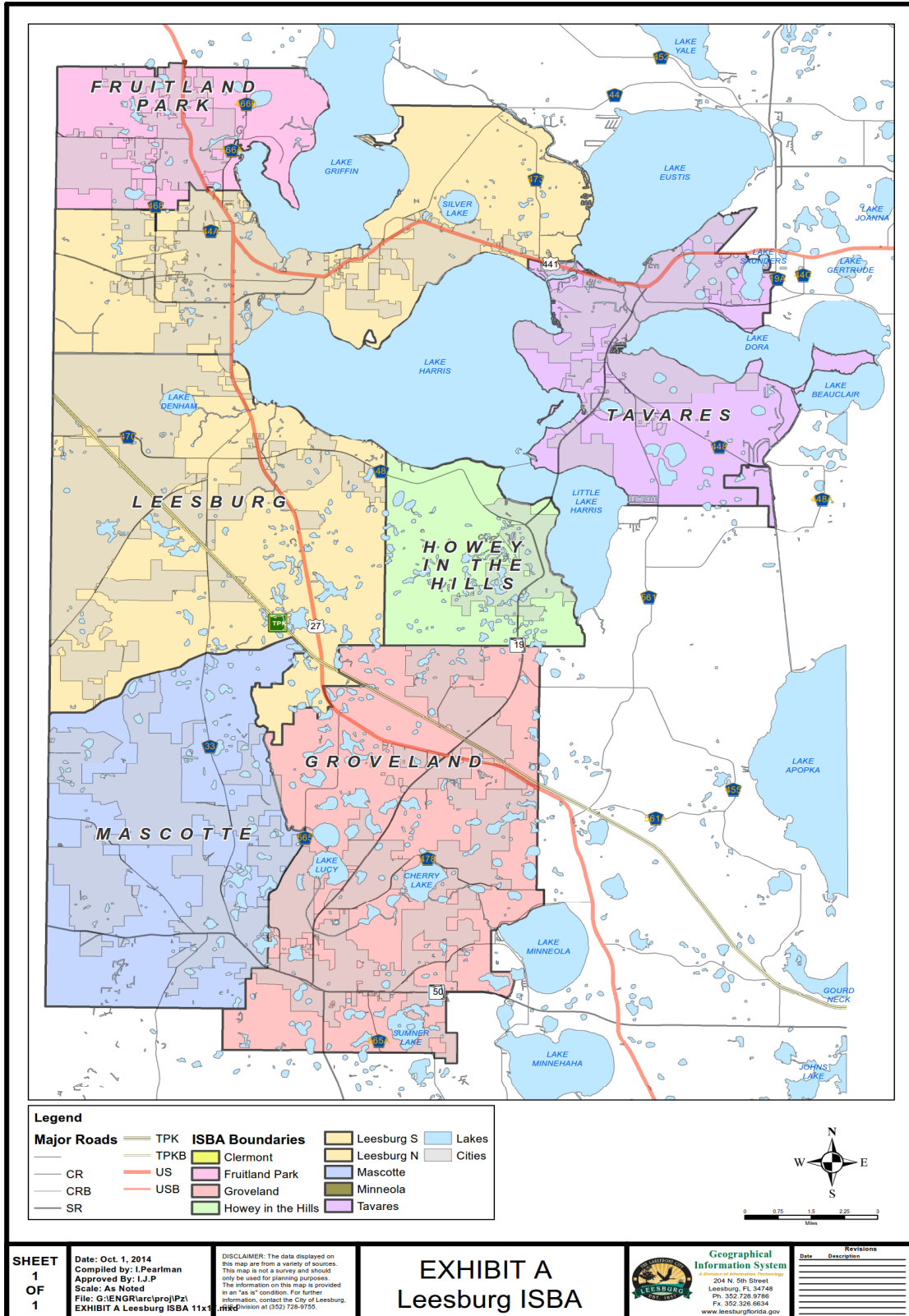
Approved as to form and legality:

Lewis W. Stone, District Counsel

EXHIBITS

Exhibit A:	Interlocal Service Boundary Area Map
Exhibit B:	Addressing Standards

EXHIBIT A: INTERLOCAL SERVICE AREA BOUNDARY



SHEET
1
OF
1

Date: Oct. 1, 2014
 Compiled by: L.Pearlman
 Approved By: L.J.P.
 Scale: As Noted
 File: G:\ENGR\arc\proj\PA
 EXHIBIT A Leesburg ISBA 11x17

EXHIBIT A
Leesburg ISBA

Geographical Information System
 204 N. 5th Street
 Leesburg, FL 34748
 Ph. 352.728.9786
 Fx. 352.326.6634
 www.leesburgflorida.gov

EXHIBIT B: ADDRESSING STANDARDS

(Page 1 of 2)

Leesburg Addressing Obligations

A. Adopt and use the Lake County assigned addresses produced and included in the system in its own records and dealings.

B. Appoint a person within its organization to serve as a liaison with Lake County Addressing personnel for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Lake County Addressing personnel, particularly to notify the Lake County Addressing personnel of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County. The reporting and accuracy of this information is the sole responsibility of Leesburg, and Leesburg will assume full liability as it relates to City address reporting and verification.

The above reporting requirement may be changed by County Manager or designee by giving fifteen (15) days written notification to City.

C. Provide Lake County Addressing a digital copy of Leesburg addressing grid, or if unavailable any documents or knowledge that would assist in recreating this grid digitally to be used to address for the cities but to do so with the cities current addressing grid. Lake County will not be using the Lake County grid (accept where appropriate and agreed upon).

D. Consult with the Lake County Addressing personnel in the assignment of street names, ranges, and addresses in order to avoid unnecessary changes and to make the addresses standard consistent, unique and unambiguous.

E. Propagate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System (that will use NENA addressing naming standards i.e. AVE instead of AV) within 30 days from the date of this Memorandum of Understanding.

EXHIBIT B: ADDRESSING STANDARDS

(Page 2 of 2)

County Addressing Obligations

A. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance;

B. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Lake County;

C. Furnish computing equipment, software and personnel required to maintain the databases at the Lake County Department of Information Technology, GIS Division; and

D. Convey all relevant additions and changes to the database to all Participants by email and or letter as soon as they are incorporated in the system.

E. County properties annexing into Leesburg may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system. Inconsistencies in addressing patterns may result in inefficiencies and/or a potentially life threatening situation with regard to providing services, including police, fire, mail, etc.



AGENDA MEMORANDUM

Item No: 5G.

Meeting Date: November 10, 2014

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of an interlocal agreement transferring ownership of Main Street from 9th Street to 14th Street from Lake County to the City.

Staff Recommendation:

Staff recommends approval of an interlocal agreement between Lake County and the City transferring ownership of Main Street from 9th Street to 14th Street.

Analysis:

In 1989 the City transferred ownership of Main Street from CR 468 to SR 44 to Lake County. In 2003, in conjunction with a streetscape project, the segment of Main Street between Canal Street and 9th Street was transferred back to the City.

Main Street from 9th Street to 14th Street is currently under renovation. The County has agreed to contribute \$103,000 toward the ongoing streetscape project. In return the City will accept ownership of the segment under renovation.

Options:

1. Execute the interlocal agreement accepting ownership of Main Street from 9th St to 14th St; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Lake County will contribute \$103,000 toward the ongoing maintenance project.

Submission Date and Time: 11/4/2014 3:07 PM

Department: Public Works Prepared by: DC Maudlin Attachments: Yes XX No ____ Advertised: ____ Not Required ____ Dates: ____ Attorney Review: Yes XX No ____ Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. ____ Deputy C.M. ____ Submitted by: ____ City Manager ____	Account No. ____ Project No. ____ WF No. ____ Budget ____ Available ____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN INTERLOCAL AGREEMENT
TRANSFERRING OWNERSHIP OF MAIN STREET FROM 9TH
STREET TO 14TH STREET FROM LAKE COUNTY TO THE
CITY AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an interlocal
agreement with Lake County whose address is Post Office Box 7800, Tavares, Florida 32778,
transferring ownership of Main Street between 9th Street and 14th Street to the City.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 10th day of November 2014.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 5H.

Meeting Date: November 10, 2014

From: Brandy McDaniel

Subject: Resolution approving the Capital Improvement Plan for fiscal years 2016-20

Staff Recommendation:

Staff recommends approval of a resolution adopting the Five year Capital Improvement Plan (CIP) as a planning document.

Analysis:

On April 14, 2014 the City departments submitted their Five year CIP to the Budget Manager. In May and June the Five year CIP was reviewed with the departments, Finance and the City Manager. Adjustments were made to the CIP based on available funding or the need to move forward with the project the department submitted. The fiscal year 2014-15 CIP totaling \$19,758,243 was incorporated into the budget and adopted with the final budget adoption on September 22, 2014. The attached document reflects an additional Five years (2016-20) of planned capital improvement projects. The CIP documents are under constant review and are adjusted as the City's business model changes.

Capital Improvements are a vital part of the operation and growth of the City of Leesburg. Each department will use information from this document in the preparation of the upcoming budgets.

Options:

1. Adopt a resolution to approve the Five year Capital Improvement Plan, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The adoption of this document will have no direct or immediate fiscal impact. The fiscal year 2014-15 capital expenses were adopted on September 22, 2014 as part of the current budget. The CIP a plan and is evaluated with every budget cycle.

Submission Date and Time: 11/4/2014 3:07 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, APPROVING THE CAPITAL
IMPROVEMENT PLAN FOR FISCAL YEARS 2016-20;
PROVIDING THAT PROJECTS SHALL BE EVALUATED
ANNUALLY FOR FISCAL FEASIBILITY AND DULY
AUTHORIZED BY THE COMMISSION PRIOR TO
COMMENCEMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Capital Improvement Plan for fiscal years 2016-20 is hereby approved as
presented with the provision that projects be evaluated annually for fiscal feasibility and duly
authorized by the Commission prior to commencement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 10th day of November 2014.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 5I.

Meeting Date: November 10, 2014

From: William Spinelli, CPA, Finance Director

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City to incur costs associated with the Streetscape project and then be reimbursed by future bond proceeds

Staff Recommendation:

Staff recommends adoption of the resolution.

Analysis:

On September 22, 2014 the City Commission approved the construction services agreement to move forward with the Main Street Streetscape Project, 9th to 14th Street. With this approval the GLCRA was to obtain a note for \$1 million dollars to pay for the Streetscape portion of the project. The City started construction work on the project immediately. The City should receive the first pay application from the contractor in October 2014. The Finance department is currently working with the City's Financial Advisor on an RFP to obtain a lender and then will bring the loan documents before the Commission in late January 2015. Because the City will begin to incur costs prior to having the bond proceeds, this resolution allows the City to be reimbursed for those capital costs once the bond is secured.

Options:

1. Approve the resolution allowing reimbursement of capital costs from the Bond; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The banks will be most receptive if the City of Leesburg is the issuer of the Note/Bond. We could then pledge the CRA revenues, which are provided to the City, via an Interlocal Agreement with the CRA. We would also have a backup CBA of the City as secondary security. This will ensure the City receives the best rates possible for the bank placement note.

The GLCRA is expected to pay \$1,049,732 for the construction services agreement. The total GLCRA budget approved for this project was \$1,307,500. The CRA has cash reserves available to offset the difference in the bond proceeds and the total budget. Payments prior to securing the bond proceeds will be paid from cash reserves and then reimbursed by the bond proceeds once the bond is secured.

Submission Date and Time: 11/4/2014 3:07 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. ____BLM,____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. ____016-6189-559-6310____ Project No. ____Z16001____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION EXPRESSING THE INTENT OF THE CITY OF LEESBURG, FLORIDA TO INCUR COSTS RELATED TO THE FINANCING OF CERTAIN CAPITAL PROJECTS; EXPRESSING THE INTENT FOR PURPOSES OF COMPLIANCE WITH UNITED STATES TREASURY REGULATION SECTION 1.150-2 TO REIMBURSE WITH THE PROCEEDS OF REVENUE BONDS THE EXPENDITURES MADE FOR SUCH CAPITAL PROJECTS; PROVIDING FOR THE ISSUANCE BY THE CITY OF NOTES, BONDS OR OTHER OBLIGATIONS IN ONE OR MORE SERIES AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$1,000,000 OF WHICH SHALL BE APPLIED TO PAY THE COST OF SUCH CAPITAL PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg, Florida (the "City") intends to finance costs that is has incurred and/or will incur related to the project described more particularly described on Exhibit A attached hereto (collectively, the "Project"), and financing costs of such Project with a portion of the proceeds of revenue bonds, notes or other debt obligations to be issued in the future in one or more series, all or a portion of which may be issued as bonds the interest on which is excluded from gross income of the holders thereof for federal income tax purposes with a principal amount of such Bonds not exceeding \$1,000,000 (collectively, the "Bonds"); and

WHEREAS, the City expects to pay on or after the date of this Resolution and before the issuance of the Bonds certain costs of the Project with funds other than proceeds of the Bonds (the "Advanced Funds");

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the City's Charter and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The City hereby finds, determines and declares as follows:

A. The City is authorized under law, including, without limitation, the Act, to issue the Bonds for the valid public purpose of paying the cost of the Project.

B. It is necessary, desirable, convenient and in the interest of the City that the Project be acquired and financed as contemplated in this Resolution.

C. The City intends to finance the cost of the Project with the proceeds of its Bonds to be issued in the future in one or more series.

D. The City expects to pay or reimburse certain costs of the Project from the Bonds and it is anticipated that the interest on all or a portion of such Bonds shall be excluded from gross income of the holders thereof for federal income tax purposes.

SECTION 3. EXPRESSION OF INTENT. The City reasonably expects to use proceeds of the Bonds to reimburse itself for all expenditures described herein made with the Advanced Funds. This Resolution is a declaration of the official intent of the City in that regard, within the contemplation of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury.

SECTION 4. MAXIMUM AMOUNT OF DEBT. The maximum principal amount of the portion of Bonds expected to be issued to finance the cost of the Project is \$1,000,000.

SECTION 5. EXPENDITURES TO BE REIMBURSED. All of the expenditures initially to be made with the Advanced Funds and then to be reimbursed by the City from proceeds of the Bonds will be for costs of the Project of a type constituting capital expenditures or preliminary expenditures relating to the Project or costs of issuing the Bonds.

SECTION 6. FURTHER ACTION. The officers and employees of the City are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or necessary or convenient to the issuance of the Bonds as provided herein.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND CERTIFIED AS TO PASSAGE this 10th day of November, 2014.

CITY OF LEESBURG, FLORIDA

By: _____
John Christian, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
City Attorney



AGENDA MEMORANDUM

Item No: 6E

Meeting Date: November 10, 2014

From: William Spinelli, CPA, Finance Director

Subject: Year End Write offs Fiscal Year 2012-13

Staff Recommendation:

No action is required. This memo serves as formal notification to the City Commission pursuant to internal policy. This has no impact on the operating (income) statement. It simply reclassifies a portion of the accounts receivable on the balance sheet as uncollectible.

Analysis:

Internal policy requires the Finance Director to annually write off, at the end of each fiscal year, the previous year's amount of accounts receivable determined to be uncollectible. Uncollectible is defined as an account that has not been paid 45-60 days after the due date. This policy does not prevent the City of Leesburg, from maintaining records on terminated accounts and subsequently collecting these amounts, should the customer attempt to renew service with the City. Furthermore, when an account is written off pursuant to this policy, it has no impact on any pending or yet to be initiated collection efforts. It has been the longstanding policy of the City that accounts are not written off until they remain in "C" (collection agency status) for one year.

The total amount of the write-offs for Fiscal Year 2012-13 is \$312,448.49 as detailed below and in the attachments.

Description	Utility Write-Offs	MR Write-Offs	Total Write-Offs
	Commercial Residential Breakout	Accounts Currently W/O Resolution	
Commercial Accounts	\$ 44,969.89	\$ 6,099.39	\$ 51,069.28
Bankruptcies - Commercial	21,833.11	-	21,833.11
TOTAL COMMERCIAL ACCOUNTS	66,803.00	6,099.39	72,902.39
Residential Accounts	190,916.49	48,102.87	239,019.36
Bankruptcies - Residential	526.74	-	526.74
TOTAL RESIDENTIAL ACCOUNTS	191,443.23	48,102.87	239,546.10
Total to Write Off 12-13	\$ 258,246.23	\$ 54,202.26	\$ 312,448.49
Report to Commission	280,543.72	54,202.26	334,745.98
Difference Reported to Commission	\$ (22,297.49)	\$ -	\$ (22,297.49)

Options:

1. Accept the information as presented; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The fiscal impact for these amounts has been recorded as bad debt expense in the City's financial statements as a normal course of business throughout the fiscal year.

Submission Date and Time: 11/4/2014 3:07 PM

Department: <u>Finance/Accounting</u> Prepared by: <u>Lori Beach</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. <u>BLM,</u> _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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